

IN THE SUPREME COURT OF THE STATE OF DELAWARE

DANIEL SHAW,	§
	§ No. 9, 2012
Plaintiff Below,	§
Appellant,	§ Court Below—Superior Court of
	§ the State of Delaware in and for
v.	§ New Castle County
	§
NATIONWIDE INSURANCE CO.	§
and ROBERT STEINBACH &	§
ASSOCIATES,	§
	§
Defendants Below,	§ C.A. No. N11A-05-010
Appellees.	§

Submitted: May 18, 2012

Decided: July 31, 2012

Before **STEELE**, Chief Justice, **JACOBS** and **RIDGELY**, Justices.

**O R D E R**

This 31<sup>st</sup> day of July 2012, upon consideration of the briefs on appeal and the records of the Superior Court and the Court of Common Pleas, it appears to the Court that:

(1) On September 20, 2005, the plaintiff/appellant, Daniel Shaw (hereinafter “Shaw”), was involved in a one-vehicle car accident. On September 27, 2007, Shaw filed a lawsuit in the Court of Common Pleas against defendants/appellees, Nationwide Insurance and Robert Steinbach & Associates (hereinafter “Nationwide”). Shaw sought benefits for no

fault/personal injury protection (hereinafter “PIP”), personal injury, pain and suffering, lost wages, automobile replacement, and slander.

(2) At a bench trial held on February 14, 2011, the Court of Common Pleas granted Nationwide’s motion for a directed verdict as to Shaw’s claims for slander, pain and suffering, and lost wages. The court denied the motion as to Shaw’s remaining claims for PIP, personal injury, and property damage. After trial, the court reserved decision and the parties submitted post-trial memoranda.

(3) By decision dated May 9, 2011, the Court of Common Pleas entered judgment in favor of Nationwide. In its nineteen-page decision, the Court of Common Pleas concluded that Shaw had not met his burden of proof to establish Nationwide’s liability under theories of breach of contract for claims under the PIP or physical damage clauses of the automobile insurance policy.

(4) Shaw appealed the Court of Common Pleas’ decision to the Superior Court. After the parties’ submitted briefs, the Superior Court in an eighteen-page memorandum opinion affirmed the judgment of the Court of Common Pleas. In its conclusion, the Superior Court stated:

The Court finds no error in the Court of Common Pleas’ finding that Shaw was not entitled to compensation for his personal injury claims because he failed to comply with all conditions precedent to

Nationwide's performance. The Court also finds no error in the Court of Common Pleas' finding that Shaw's policy did not include coverage for his property loss. The Court finds that the Court of Common Pleas' credibility assessments and factual findings are sufficiently supported by the record and are the product of an orderly and logical deductive process. The Court of Common Pleas did not err as a matter of law.<sup>1</sup>

(5) Shaw appealed the Superior Court's decision to this Court. In an appeal from the Court of Common Pleas to the Superior Court, the standard of review is whether there is legal error and whether the factual findings made by the trial judge are sufficiently supported by the record and are the product of an orderly and logical deductive process.<sup>2</sup> This Court applies the same standard of review to the Superior Court's decision.<sup>3</sup>

(6) Having carefully reviewed the parties' briefs and the records of both the Superior Court and the Court of Common Pleas, we conclude that the factual findings of the Court of Common Pleas are supported by the record and are the product of an orderly and logical reasoning process. In the absence of any legal error or abuse of discretion, we further conclude that the

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<sup>1</sup> *Shaw v. Nationwide Ins. Co.*, 2011 WL 6402200, at \*7 (Del. Super).

<sup>2</sup> *See Wheeler v. Clerkin*, 2005 WL 873341 (Del. Supr.) (citing *Levitt v. Bouvier*, 287 A.2d 671, 673 (Del. 1972)).

<sup>3</sup> *Wright v. Platinum Fin. Serv.*, 2007 WL 1850904, at \*2 (Del. Supr.) (citing *Baker v. Connell*, 488 A.2d 1303, 1309 (Del. 1985); *Levitt v. Bouvier*, 287 A.2d 671, 673 (Del. 1972)).

judgment of the Superior Court affirming the judgment of the Court of Common Pleas must be affirmed.

NOW, THEREFORE, IT IS ORDERED that the judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ Henry duPont Ridgely  
Justice